



# **QUOTE PACKET**

## **For Solicitation**

2026-1822 LAUNDRY VENDING SERVICES

**ATTENTION: ELECTRONIC PROPOSALS MUST BE SUBMITTED TO [PROCUREMENT@CINTIMHA.COM](mailto:PROCUREMENT@CINTIMHA.COM) AND [DREW.KENDALL@CINTIMHA.COM](mailto:DREW.KENDALL@CINTIMHA.COM). THE EMAIL TITLE MUST HAVE THE SOLICITATION NUMBER AND NAME (2026-1822 LAUNDRY VENDING SERVICES) AND THE VENDOR NAME IN THE SUBJECT LINE.**

**IF YOU DO NOT RECEIVE PROCUREMENT ACKNOWLEDGEMENT OF YOUR PROPOSAL WITHIN 24 HOURS OF SUBMISSION. PLEASE EMAIL PROCUREMENT AND [DREW.KENDALL@CINTIMHA.COM](mailto:DREW.KENDALL@CINTIMHA.COM) TO CONFIRM RECEIPT.**

**Submitted by**

**Company Name:** \_\_\_\_\_



## QUOTE PACKET CHECKLIST

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the quote packet. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the quote submittal submitted by the proposer.

| X=ITEM<br>INCLUDED       | SUBMITTAL ITEMS                                       |
|--------------------------|-------------------------------------------------------|
| <input type="checkbox"/> | <b>Proof of Insurance and Licensing</b>               |
| <input type="checkbox"/> | <b>Professional References and Experience Summary</b> |
| <input type="checkbox"/> | <b>Contract Award and Acceptance Form</b>             |
| <input type="checkbox"/> | <b>Fee Submission Form</b>                            |

**Debarred Statement:** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Ohio, or any local government agency within or without the State of Ohio? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

**Disclosure Statement:** Does this firm or any principals thereof have any current or past personal or professional relationship(s) with any Commissioner, Officer or employee of the Cincinnati Metropolitan Housing Authority (the Authority)? Yes ☐ No ☐  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status

**Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

### PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this quote submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the quote, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the



**Authority, either in hard copy or on the noted Internet System. Upon issuance of award to proposer, CMHA is accepting Contractor's offer contained in the quote submittal and Best and Final Offer (if applicable). No other contractual documents will be necessary or accepted unless specifically expressed in the Contract Acceptance and Award. Pursuant to all QSP Documents and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this QSP.**

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**Signature**

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**Date**

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**Printed Name**

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**Company****E-mail**  

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**Phone**  

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## Proof of Insurance and Licensing

Attach proof of insurance coverage as required by the Terms and Conditions (re-stated below) and any licenses required for the scope of work.

**12. Insurance:** Contractor shall obtain and maintain during the performance under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

**12.1. Commercial general liability insurance,** including a contractual liability endorsement, in an amount not less than: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$50,000 damage to premises and fire damage; and \$5,000 medical expenses for any one person.

**12.1.1.** The Authority and its affiliates must be named as an Additional Insured and as the Certificate Holder.

**12.1.2.** Commercial General Liability Insurance shall cover premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability.

**12.1.3.** If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision.

**12.2. Professional liability and/or “errors and omissions” coverage** with a limit not less than \$1,000,000.

**12.2.1.** This is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants.

**12.2.2.** The coverage shall be not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

**12.2.3.** The Authority and its affiliates must be named as an Additional Insured and be a Certificate Holder.

**12.2.4.** If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision.

**12.3. Automobile Liability Insurance** with CMHA named as an additional insured and as the Certificate Holder with minimum limits as follows: \$1,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract if such vehicles are not owned by the Contractor or any agent, owner, or employee of the Contractor (i.e., rental vehicles); \$5,000 medical pay.

**12.3.1.** This is required of any contractor who will be doing hands on work at the Authority properties.



- 12.4. Workers' Compensation Insurance** as required by state statute and **Employer's Liability Insurance** covering all of Contractor's employees acting within the course and scope of this Contract.
- 12.4.1.** Worker's Compensation is required for any contractor made up of more than one person.
- 12.4.2.** Employer's Liability Insurance must cover all of Contractor's employees acting within the course and scope of this Contract. Employer's Liability limit is \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease for each employee, and \$500,000 bodily injury disease aggregate. The Authority and its affiliates must be a Certificate Holder.
- 12.5.** Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 12.6.** The coverages provided to CMHA shall be primary and not contributing to or in excess of any existing CMHA insurance coverages.
- 12.7.** The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against CMHA, its office, agents, employees or Board of Commissioners.
- 12.8.** Contractor shall provide certificates evidencing the coverage required under this Provision of this Agreement to CMHA upon execution of this Agreement and annually thereafter evidencing renewals thereof. At any time during the term of this Agreement, CMHA may request, in writing, and the Contractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.
- 12.8.1.** The Contract may be terminated if the insurance lapses.
- 12.9.** Provide evidence of deductibles. If awarded a contract, CMHA may require lower deductibles depending on the risk to the Agency.
- 12.10.** Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.



## Professional References and Experience Summary

CMHA must be referenced if previous work has been provided to the Authority  
References should be relevant to the scope of work of this solicitation.

|   |                                      |  |
|---|--------------------------------------|--|
| 1 | Business Name                        |  |
|   | Address                              |  |
|   | Phone # & e-mail                     |  |
|   | Individual's Name<br>(if applicable) |  |
|   | Description of Services              |  |
|   | Length of Contract                   |  |
| 2 | Business Name                        |  |
|   | Address                              |  |
|   | Phone # & e-mail                     |  |
|   | Individual's Name<br>(if applicable) |  |
|   | Description of Services              |  |
|   | Length of Contract                   |  |
| 3 | Business Name                        |  |
|   | Address                              |  |
|   | Phone # & e-mail                     |  |
|   | Individual's Name<br>(if applicable) |  |
|   | Description of Services              |  |
|   | Length of Contract                   |  |
| 4 | Business Name                        |  |
|   | Address                              |  |
|   | Phone # & e-mail                     |  |
|   | Individual's Name<br>(if applicable) |  |
|   | Description of Services              |  |
|   | Length of Contract                   |  |
| 5 | Business Name                        |  |
|   | Address                              |  |
|   | Phone # & e-mail                     |  |
|   | Individual's Name<br>(if applicable) |  |
|   | Description of Services              |  |
|   | Length of Contract                   |  |

## **Experience Summary**

Please provide a response to the technical questions requested in Section 4 of the QSP document..

Answer in the space below or attach a response to your quote submittal.

**CINCINNATI METROPOLITAN HOUSING AUTHORITY**

**CONTRACT ACCEPTANCE AND AWARD**

**FOR**

**2026-1822 Laundry Vending Services**

*Note: The vendor should complete the vendor authorized signatures as part of the solicitation response. If the vendor is awarded a contract, then the bottom portion of this form will be completed by CMHA and sent to the vendor.*

**Vendor**

Full business legal name: \_\_\_\_\_

*(Note: Full business legal name should match the name registered with the Secretary of State or should be the owner's name followed by dba then the business name.)*

I acknowledge receipt of this form which will become the contract if I am awarded and the following exhibits which are incorporated herein.

| <b>Attachment</b>                                           | <b>Contractor's signature</b> |
|-------------------------------------------------------------|-------------------------------|
| Attachment A: Statement of Work                             |                               |
| Fee Submission Form                                         |                               |
| Attachment B: General Terms and Conditions and QSP Document |                               |
|                                                             |                               |
| Addendum ____ Dated _____                                   |                               |
| Addendum ____ Dated _____                                   |                               |
| Addendum ____ Dated _____                                   |                               |
| Addendum ____ Dated _____                                   |                               |
| Addendum ____ Dated _____                                   |                               |



The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the fees proposed. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and that the company is qualified and authorized to perform all services as set forth.

Further, by completing and submitting this form and the response, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this solicitation as issued by CMHA. Upon issuance of award to proposer, CMHA is accepting Contractor's offer contained in the submittal. No other contractual documents will be necessary or accepted. The Contract commences upon CMHA's signature and issuance of Award on this form. Pursuant to this Contract Acceptance and Award including attachments, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this solicitation.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name)

### **Award by CMHA**

Term of Contract \_\_\_\_\_ to \_\_\_\_\_

Unless otherwise stated, this contract is good for a period of three years. However, the contract shall not exceed \$75,000.

\_\_\_\_\_  
Cincinnati Metropolitan Housing Authority

Date: \_\_\_\_\_



**QSP 2026-1822**  
**Laundry Vending Services**

**Attachment B: Contractor's Commission Rate Submission Form**

**Performance Standards:**

Commission rates will be increased 5% per location for the month for any service not meeting these requirements.

Commission rates will be increased 1% per day for each day the Contractor fails to submit the monthly remittance in accordance with the Contract.

The Procurement Director may waive the commission increases at his discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

**Pricing:**

The proposed rates are all-inclusive of all related costs including but not limited to all labor, materials and equipment required in the scope of work. The Contractor is responsible for providing firm, fixed costs as specified in the table below.

If Contractor is awarded a contract for this solicitation, this Commission Submission Form may be used as an Exhibit to the Contract. The completion of the form is no guarantee of a contract or the award of any services.

**Proposed Commission Rate:** CMHA intends to enter into a 3-year contract with the selected Contractor utilizing the following proposed rates based. Offeror shall provide commission rates for a period of one year with two one-year options of renewal. The rates shall be identified by a percentage premium for each year.

|                 | <b>Year 1</b> | <b>Option<br/>Year 2</b> | <b>Option<br/>Year 3</b> |
|-----------------|---------------|--------------------------|--------------------------|
| Commission Rate | _____ %       | _____ %                  | _____ %                  |

**Proposed Rates:** Offeror shall provide the rates to be charged to residents for use of the equipment for a period of one year with two one-year options of renewal. These rates will include the installation and maintenance of coin-operated, energy efficient washers and dryers and be consistent for all the CMHA properties listed in the scope of work.

| <b><u>WASHER</u></b><br>Cost/load | <b><u>DRYER</u></b><br>Cost/load |                  |
|-----------------------------------|----------------------------------|------------------|
| Amount                            | Amount                           | Dry Time         |
| \$ _____                          | \$ _____                         | _____<br>Minutes |



## QSP 2026-1822 Laundry Vending Services

Commissions shall be paid to the Authority monthly by the last day of the following month (i.e., commissions from laundry vending machine sales in December shall be paid by January 31).

Commission statements shall be submitted to Finance monthly. The statement shall reference Contract No. 2026-1807 and describe and document to the Authority's satisfaction a description of sales and commissions per location.

Mailing Address: Finance Department  
Attn: Dionne Winch  
Cincinnati Metropolitan Housing Authority  
1635 Western Avenue  
Cincinnati, Ohio 45214

### **PROPOSER'S STATEMENT**

**The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Pursuant to all QSP Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services and/or products described herein for the fee(s) submitted pertaining to this QSP.**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Offerer)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name)



Solicitation 2026-1822;  
Laundry Vending Services  
Attachment B-1

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EQUIPMENT SPECIFICATIONS

Describe below the machines your company proposes to install if it is selected as the successful proposer. It is desirable that all washers and dryers are the same make and model for each CMHA site. If the machine types will vary by location a separate form should be completed for each type of machine indicating the location where those machines will be used.

|                                                                                                                            |                                                                                           |              |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------|
| CMHA Property Name:                                                                                                        | <hr/>                                                                                     |              |
|                                                                                                                            | <b>WASHER</b>                                                                             | <b>DRYER</b> |
| Manufacturer                                                                                                               |                                                                                           |              |
| Model Number                                                                                                               |                                                                                           |              |
| Load Capacity                                                                                                              |                                                                                           |              |
| Length of Cycles                                                                                                           |                                                                                           |              |
| RPM of High-Spin Cycle                                                                                                     |                                                                                           | N/A          |
| Speed and Variable Settings                                                                                                |                                                                                           |              |
| Energy and Water-Saving Rating                                                                                             |                                                                                           | N/A          |
| Estimated Gallons of Water Used Per Washer Load                                                                            |                                                                                           | N/A          |
| Estimated Drying Time per Average Load                                                                                     | N/A                                                                                       |              |
| Description of Coin Mechanisms and Vault                                                                                   |                                                                                           |              |
| Please provide samples of brochures and specifications for Proposed Machines (attach to this sheet)                        |                                                                                           |              |
| In what languages(including Braille) do you have the equipment operations signs translated and available for installation? | <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li><li>•</li><li>•</li></ul> |              |

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.



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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.